

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARVIN PEARLSTEIN, Individually and
On Behalf of All Others Similarly Situated,

Plaintiff,

vs.

BLACKBERRY LIMITED (formerly known as
RESEARCH IN MOTION LIMITED),
THORSTEN HEINS, BRIAN BIDULKA,
and STEVE ZIPPERSTEIN,

Defendants.

Case No. 1:13-CV-7060-CM

AMENDMENT TO STIPULATION OF SETTLEMENT

Lead Plaintiffs Todd Cox and Mary Dinzik (“Lead Plaintiffs”), on behalf of themselves and each of the Class Members and BlackBerry Limited (“BlackBerry”) enter into this Amendment to Stipulation of Settlement.

WHEREAS Lead Plaintiffs and BlackBerry have entered into a Stipulation of Settlement, effective June 7, 2022 (ECF No. 817) (the “Stipulation of Settlement”),¹ and

WHEREAS Paragraph 8.7 of the Stipulation of Settlement provides that the Stipulation may be amended or modified by a written instrument signed by or on behalf of all Settling Parties,

Paragraph 1.25 of the Stipulation of Settlement is hereby amended to read as follows:

“Covered Transaction” means: (i) a purchase of BlackBerry common stock in the United States; or (ii) a purchase of BlackBerry common stock on the NASDAQ stock exchange. Purchases of BlackBerry common stock on any Canadian stock exchange, including the Toronto Securities Exchange, or on any Canadian alternative trading system registered with Canadian securities regulators are not “Covered Transactions;”

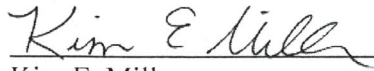
¹ Terms not defined in this Amendment have the meaning given in the Stipulation of Settlement.

Paragraph 1.41 of the Stipulation of Settlement is hereby amended to read as follows:

“Released Claims” means all claims (including but not limited to Unknown Claims), demands, losses, rights, liabilities, suits, debts, obligations, damages, judgments, matters, issues, and causes of action of any nature and description whatsoever, in law, equity, or otherwise, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect, known or unknown, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, whether class and/or individual in nature that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, by Plaintiffs, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys and agents, whether brought directly, indirectly, or derivatively against any of the Released Defendant Parties, which arise out of, are based on, or relate in any way to, directly or indirectly, any of the allegations, acts, transactions, facts, events, matters, occurrences, disclosures, statements, filings, events, representations, or omissions involved, set forth, alleged or referred to in the Action, or which could have been alleged in the Action, including but not limited to the allegations, transactions, facts, matters, occurrences, disclosures, statements, filings, representations, events, or omissions that Plaintiffs or any other Class Member asserted in the Complaint, and which arise out of, are based upon, or relate in any way, directly or indirectly, to the purchase, acquisition, transfer, holding, ownership, disposition or sale of BlackBerry securities, by any members of the Class during the Class Period, and/or any disclosures, public filings, registration statements, or other Class Period statements by BlackBerry or any Defendant based upon or arising out of any facts, matters, allegations, transactions, events, disclosures, statements, acts, or omissions that were asserted or could have been asserted in this Action or in any other action or forum, whether arising under federal, state, common or foreign law. For the avoidance of doubt, “Released Claims” excludes claims arising from transactions during the Class Period that are not Covered Transactions. “Released Claims” also excludes claims to enforce the Settlement;

Except as so amended, all provisions of the Stipulation of Settlement remain in full force and effect.

KAHN SWICK & FOTI, LLC

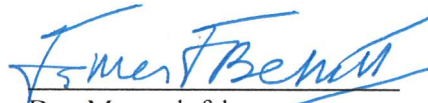


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